

### Remarks

Claims 1-19 are pending in the application. Claims 9-16 have been amended. New claims 17-19 have been added. No new matter has been added by virtue of this amendment. Reconsideration of the application as amended is requested.

### Claim Rejections—35 U.S.C. § 112 second paragraph

The Examiner rejects claims 10-14 under 35 U.S.C. § 112 second paragraph as being indefinite. Claims 10-14 have been amended to fix the problems identified by the Examiner.

### Claim Rejections—35 U.S.C. § 102

The Examiner rejects claims 9 and 13-16 under 35 U.S.C. § 102(b) as being anticipated by Palka. As amended, claim 9 states:

9. A method of advertising, comprising the steps of

- a) providing a display unit having a plurality of card holders in a publically accessible location;
- b) placing stacks of business cards in said card holders wherein each said stack is accessible to members of the public and wherein members of the public can add their own business cards to an empty card holder;
- c) collecting a business card or information from a business card left in said card holder by said potential client;
- d) contacting said potential client based on said information in said business card; and
- e) obtaining agreement from said potential client to pay for maintaining business cards of said potential client in said display unit to establish said potential client as a new client.

Claims 15 and 16 have been similarly amended.

Palka does not teach or suggest the combination of steps in claim 9, including "collecting a business card or information from a business card left in said card holder by

Docket No. 143-001

10/751,827

said potential client; contacting said potential client based on said information in said business card; and obtaining agreement from said potential client to pay for maintaining business cards of said potential client in said display unit to establish said potential client as a new client."

Palka is limited to merely displaying the cards of clients. Palka does not teach or suggest the combination of limits (c), (d), and (e) in claim 9. In fact Palka does not teach or suggest any way of using the display to generate new clients for the display itself. Thus, the rejection of claims 9 and 13-16, as amended, under 35 U.S.C. § 102(b) has been traversed.

#### Claim Rejections—35 U.S.C. § 103

The Examiner rejects claims 1-3 and 6-8 under 35 U.S.C. § 103(a), as being unpatentable over Palka in view of DISPLAYS2GO. The Examiner states that "it would have obvious to provide the transparent business card display unit disclosed by Palka with an advertising graphic mounted therebehind, as taught by DISPLAYS2GO, in order to convey additional information to the public."

Claim 1 states:

1. A display unit, comprising a transparent mounting plate, a plurality of business card holders, and a graphic, wherein horizontally adjacent business card holders are spaced from each other with sufficient spacing so that said graphic can be seen in said spacing, and wherein each said business card holder is capable of holding a stack of business cards.

Applicant would respectfully ask the Examiner to consider that Palka covers his entire plate with closely spaced card holders, as shown in FIGS. 1 and 2 of Palka. DISPLAYS2GO provides only a single card holder at the bottom of a sign holder that provides ample space above the card holder for an advertising graphic.

Since DISPLAYS2GO's application mandates providing only a single card holder with cards related to and positioned under the advertising graphic so as not to obstruct the advertising graphic, if the ideas of DISPLAYS2GO are provided in Palka, further invention would be needed to provide both the closely spaced business card display unit disclosed by Palka and the unobstructed advertising graphic extending above the single card holder, as taught by DISPLAYS2GO, to enable the graphic to still be seen if the closely spaced business card display unit of Palka is populated with business cards.

Applicant provided that further invention by providing sufficient spacing

Docket No. 143-001

10/751,827

between horizontally adjacent card holders so the advertising graphic can be seen in the spacing. Neither Palka nor DISPLAYS2GO teaches or suggests "horizontally adjacent business card holders are spaced from each other with sufficient spacing so that said graphic can be seen in said spacing," as provided in claim 1.

Thus, the rejection of claim 1 and claims dependent thereon, including claims 2-3 and 6-8, under 35 U.S.C. § 103(a) has been traversed.

The Examiner rejects claims 4-5 under 35 U.S.C. § 103(a), as being unpatentable over Palka in view of DISPLAYS2GO as applied to claim 1 above and further in view of Golovan. The Examiner states that it would have obvious to make the pockets disclosed by Palka by heat bonding or adhesively attaching a transparent pocket directly to the transparent mounting plate, as taught by Golovan, in order to avoid perforating, and thereby weakening, the transparent mounting plate.

However, none of the references, either individually or in combination teach the limit of claim 1, "wherein horizontally adjacent business card holders are spaced from each other with sufficient spacing so that said graphic can be seen in said spacing." Palka and Golovan have card holders closely spaced so there is little spacing between card holders. DISPLAYS2GO has a single card holder, and one card holder cannot provide any spacing between cardholders. Absent further invention—or the idea of the present patent application obtained by hindsight—these references do not provide this limit. Thus, the rejection of claims 4 and 5 under 35 U.S.C. § 103(a) has been traversed.

The Examiner rejects claims 10-11 under 35 U.S.C. § 103(a), as being unpatentable over Palka in view of Mountainwest Manufacturing. The Examiner states that "Palka does not disclose inviting members of the public to add their business cards to an empty card holder. Mountainwest Manufacturing teaches that it was known in the art to invite members of the public to add their business cards to an empty card holder."

However, claims 10 and 11 depend on claim 9, as amended, which includes the combination of limits (c), (d), and (e) which is not taught or suggested, either by Palka or by Mountainwest Manufacturing individually or in combination. Thus, the rejection of claims 10-11 under 35 U.S.C. § 103(a) has been traversed.

The Examiner rejects claim 12 under 35 U.S.C. § 103(a), as being unpatentable over Palka in view of Universal Advertising. The Examiner states that "Palka does not disclose charging clients to display their cards in the display unit. Universal Advertising teaches that it was known in the art to charge clients to display their cards in a business card display unit."

However, none of the references, either individually or in combination teach the

Docket No. 143-001

10/751,827

combination of limits of claim 9, from which claim 12 depends, "collecting a business card or information from a business card left in said card holder by said potential client;" and "contacting said potential client based on said information in said business card" and "obtaining agreement from said potential client to pay for maintaining business cards of said potential client in said display unit to establish said potential client as a new client." Palka and Universal Advertising individually and in combination do not teach or suggest this combination of elements which enable using the display to generate new clients for the display itself. Thus, the rejection of claim 12 under 35 U.S.C. § 103(a) has been traversed.

#### Prior art made of record but not relied upon

Applicant's attorney has reviewed the prior art made of record but not relied upon and believes they are no more relevant than those relied upon.

#### Conclusion

It is believed that the claims are in condition for allowance. Therefore, applicant respectfully requests favorable reconsideration. If there are any questions please call applicant's attorney at 802 864-1575.

Respectfully submitted,

For: George Raymond Decell

By: James M. Leas

Registration Number 34,372

Tel: (802)864-1575

James M. Leas  
37 Butler Drive  
S. Burlington, Vermont 05403

Docket No. 143-001

10/751,827